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9 **Attorney for Plaintiff**
10 **J & J Sports Productions, Inc.**

11 **UNITED STATES DISTRICT COURT**
12 **FOR THE**
13 **EASTERN DISTRICT OF PENNSYLVANIA**
14 **PHILADELPHIA DIVISION**

15 **J & J SPORTS PRODUCTIONS, INC.,**

16 **Plaintiff,**

17 **vs.**

18 **CHENET LAROSE and WYNNE LAROSE,**
19 **individually and d/b/a LA ROSE CATERING**
20 **BALLROOM; and LAROSE CLUB, INC., an**
21 **unknown business entity d/b/a LA ROSE**
22 **CATERING BALLROOM,**

23 **Defendants.**

24 **Case No.:**

25 **COMPLAINT**

26 **PLAINTIFF ALLEGES:**

27 **JURISDICTION**

28 1. Jurisdiction is founded on the existence of a question arising under particular statutes. This action is brought pursuant to several federal statutes, including the Communications Act of 1934, as amended, Title 47 U.S.C. 605, *et seq.*, and The Cable & Television Consumer Protection and Competition Act of 1992, as amended, Title 47 U.S. Section 553, *et seq.*

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1 2. This Court has jurisdiction of the subject matter of this action pursuant to 28 U.S.C.
2 Section 1331, which states that the District Courts shall original jurisdiction of all civil actions
3 arising under the Constitution, laws, or treaties, of the United States. This Court has subject matter
4 jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367 (supplemental jurisdiction).

5 3. This Court has personal jurisdiction over the parties in this action as a result of the
6 Defendants' wrongful acts hereinafter complained of which violated the Plaintiff's rights as the
7 exclusive commercial domestic distributor of the televised fight *Program* hereinafter set forth at
8 length. The Defendants' wrongful acts consisted of the interception, reception, publication,
9 divulgence, display, exhibition, and tortious conversion of said property of Plaintiff within the
10 control of the Plaintiff in the State of Pennsylvania.

11 **VENUE**

12 4. Pursuant to Title 47 U.S.C. Section 605, venue is proper in the Eastern District of
13 Pennsylvania, because a substantial part of the events or omissions giving rise to the claim
14 occurred in this District.

15 **INTRADISTRICT ASSIGNMENT**

16 5. Assignment to the Philadelphia Division of the Eastern District of Pennsylvania is
17 proper because a substantial part of the events or omissions giving rise to the claim occurred in
18 Philadelphia County and/or the United States District Court for the Eastern District of
19 Pennsylvania has decided that suits of this nature, and each of them, are to be heard by the
20 Courts in this particular Division.

21 **THE PARTIES**

22 6. Plaintiff, J & J Sports Productions, Inc. is, and at all relevant times mentioned was, a
23 California corporation with its principal place of business located at 2380 South Bascom Avenue,
24 Suite 200, Campbell, California 95008.

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1 7. Defendant Chenet Larose is an officer of Larose Club, Inc., which owns and operates the
2 commercial establishment doing business as La Rose Catering Ballroom. La Rose Catering
3 Ballroom operates at 5531 Germantown Avenue, Philadelphia, Pennsylvania 19144.

4 8. Defendant Chenet Larose is also one of two individuals (the other being Defendant Wynne
5 Larose) specifically identified on the Pennsylvania Liquor Control Board license issued for La
6 Rose Catering Ballroom (ABC #R 15381).

7 9. Defendant Wynne Larose, is an officer of Larose Club, Inc., which owns and operates
8 the commercial establishment doing business as La Rose Catering Ballroom. La Rose Catering
9 Ballroom operates at 5531 Germantown Avenue, Philadelphia, Pennsylvania 19144.

10 10. Defendant Wynne Larose, is also one of two individuals (the other being Defendant Chenet
11 Larose) specifically identified on the Pennsylvania Liquor Control Board license issued for La
12 Rose Catering Ballroom (ABC #R 15381).

13 11. Plaintiff is informed and believes, and alleges thereon that on September 14, 2013 (the
14 night of the *Program* at issue herein, as more specifically defined in paragraph 21), Defendant
15 Chenet Larose had the right and ability to supervise the activities of La Rose Catering Ballroom,
16 which included the unlawful interception of Plaintiff's *Program*.

17 12. Plaintiff is informed and believes, and alleges thereon that on September 14, 2013 (the
18 night of the *Program* at issue herein, as more specifically defined in paragraph 21), Defendant
19 Wynne Larose had the right and ability to supervise the activities of La Rose Catering Ballroom,
20 which included the unlawful interception of Plaintiff's *Program*.

21 13. Plaintiff is informed and believes, and alleges thereon that on September 14, 2013 (the
22 night of the *Program* at issue herein, as more specifically defined in paragraph 21), Defendant
23 Chenet Larose, as an individual specifically identified on the liquor license for La Rose Catering
24 Ballroom, had the obligation to supervise the activities of La Rose Catering Ballroom, which
25 included the unlawful interception of Plaintiff's *Program*, and, among other responsibilities, had
26 the obligation to ensure that the liquor license was not used in violation of law.
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1 14. Plaintiff is informed and believes, and alleges thereon that on September 14, 2013 (the
2 night of the *Program* at issue herein, as more specifically defined in paragraph 21), Defendant
3 Wynne Larose, as an individual specifically identified on the liquor license for La Rose Catering
4 Ballroom, had the obligation to supervise the activities of La Rose Catering Ballroom, which
5 included the unlawful interception of Plaintiff's *Program*, and, among other responsibilities, had
6 the obligation to ensure that the liquor license was not used in violation of law.

7 15. Plaintiff is informed and believes, and alleges thereon that on September 14, 2013 (the
8 night of the *Program* at issue herein, as more specifically defined in paragraph 21), Defendants
9 Chenet Larose and Wynne Larose, specifically directed the employees of La Rose Catering
10 Ballroom to unlawfully intercept and broadcast Plaintiff's *Program* at La Rose Catering Ballroom
11 or that the actions of the employees of La Rose Catering Ballroom are directly imputable to
12 Defendants Chenet Larose and Wynne Larose by virtue of their acknowledged responsibility for
13 the actions of La Rose Catering Ballroom.

14 16. Plaintiff is informed and believes, and alleges thereon that on September 14, 2013,
15 Defendant Chenet Larose as an officer of Larose Club, Inc. and as an individual specifically
16 identified on the liquor license for La Rose Catering Ballroom, had an obvious and direct financial
17 interest in the activities of La Rose Catering Ballroom, which included the unlawful interception of
18 Plaintiff's *Program*.

19 17. Plaintiff is informed and believes, and alleges thereon that on September 14, 2013,
20 Defendant Wynne Larose, as an officer of Larose Club, Inc. and as an individual specifically
21 identified on the liquor license for La Rose Catering Ballroom, had an obvious and direct financial
22 interest in the activities of La Rose Catering Ballroom, which included the unlawful interception of
23 Plaintiff's *Program*.

24 18. Plaintiff is informed and believes, and alleges thereon that the unlawful broadcast of
25 Plaintiff's *Program*, as supervised and/or authorized by Defendants Chenet Larose and Wynne
26 Larose, resulted in increased profits for La Rose Catering Ballroom.

27 19. Plaintiff is informed and believed, and alleges thereon that Defendant, Larose Club, Inc. is
28 an owner, and/or operator, and/or licensee, and/or permittee, and/or person in charge, and/or an

1 individual with dominion, control, oversight and management of the commercial establishment
2 doing business as La Rose Catering Ballroom operating at 5531 Germantown Avenue,
3 Philadelphia, Pennsylvania 19144.

4 **COUNT I**

5 **(Violation of Title 47 U.S.C. Section 605)**

6 15. Plaintiff J & J Sports Productions, Inc., hereby incorporates by reference all of the
7 allegations contained in paragraphs 1-14, inclusive, as though set forth herein at length.

8 16. Pursuant to contract, Plaintiff J & J Sports Productions, Inc., was granted the exclusive
9 nationwide commercial distribution (closed-circuit) rights to "*The One*": *Floyd Mayweather, Jr. v.*
10 *Saul Alvarez, WBC Light Middleweight Championship Fight Program*, telecast nationwide on
11 Saturday, September 14, 2013 (this included all under-card bouts and fight commentary
12 encompassed in the television broadcast of the event, hereinafter referred to as the "*Program*").

13 17. Pursuant to contract, Plaintiff J & J Sports Productions, Inc., entered into subsequent
14 sublicensing agreements with various commercial entities throughout North America, including
15 entities within the State of Pennsylvania, by which it granted these entities limited sublicensing
16 rights, specifically the rights to publicly exhibit the *Program* within their respective commercial
17 establishments in the hospitality industry (i.e., hotels, racetracks, casinos, bars, taverns, restaurants,
18 social clubs, etc.).

19 18. As a commercial distributor and licensor of sporting events, including the *Program*,
20 Plaintiff J & J Sports Productions, Inc., expended substantial monies marketing, advertising,
21 promoting, administering, and transmitting the *Program* to its customers, the aforementioned
22 commercial entities.

23 19. With full knowledge that the *Program* was not to be intercepted, received, published,
24 divulged, displayed, and/or exhibited by commercial entities unauthorized to do so, each and every
25 one of the above named Defendants, either through direct action or through actions of employees
26 or agents directly imputable to Defendants (as outlined in paragraphs 7-14 above), did unlawfully
27 intercept, receive, publish, divulge, display, and/or exhibit the *Program* at the time of its
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1 transmission at their commercial establishment in Philadelphia, Pennsylvania located at 5531
2 Germantown Avenue, Philadelphia, Pennsylvania 19144.

3 20. Said unauthorized interception, reception, publication, exhibition, divulgence, display,
4 and/or exhibition by each of the Defendants was done willfully and for purposes of direct and/or
5 indirect commercial advantage and/or private financial gain.

6 21. Title 47 U.S.C. Section 605, *et seq.*, prohibits the unauthorized publication or use of
7 communications (such as the transmission of the *Program* for which Plaintiff J & J Sports
8 Productions, Inc., had the distribution rights thereto).

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10 22. By reason of the aforesaid mentioned conduct, the aforementioned Defendants, and each of
11 them, violated Title 47 U.S.C. Section 605, *et seq.*

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13 23. By reason of the Defendants' violation of Title 47 U.S.C. Section 605, *et seq.*, Plaintiff
14 J & J Sports Productions, Inc., has the private right of action pursuant to Title 47 U.S.C. Section
15 605.

16 24. As the result of the aforementioned Defendants' violation of Title 47 U.S.C. Section 605,
17 and pursuant to said Section 605, Plaintiff J & J Sports Productions, Inc., is entitled to the
18 following from each Defendant:

- 19
- 20 (a) Statutory damages for each violation of in an amount to \$10,000 pursuant
21 to Title 47 U.S.C. Section 605(e)(3)(C)(i)(II); and also
 - 22 (b) Statutory damages for each willful violation in an amount to
23 \$100,000.00 pursuant to Title 47 U.S.C. 605(e)(3)(C)(ii), and also
 - 24
25 (c) the recovery of full costs, including reasonable attorneys' fees, pursuant to
26 Title 47 U.S.C. Section 605(e)(3)(B)(iii).

27 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

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COUNT II

(Violation of Title 47 U.S.C. Section 553)

25. Plaintiff's hereby incorporates by reference all of the allegations contained in paragraphs 1-24, inclusive, as though set forth herein at length.

26. The unauthorized interceptions, reception, publication, divulgence, display, and/or exhibition of the *Program* by the above named Defendants was prohibited by Title 47 U.S.C. Section 553, *et seq.*

27. By reason of the aforesaid mentioned conduct, the aforementioned Defendants, and each of them, violated Title 47 U.S.C. Section 553, *et seq.*

28. By reason of the Defendants' violation of Title 47 U.S.C. Section 553, *et seq.*, Plaintiff J & J Sports Productions, Inc., has the private right of action pursuant to Title 47 U.S.C. Section 553.

29. As the result of the aforementioned Defendants' violation of Title 47 U.S.C. Section 553, Plaintiff J & J Sports Productions, Inc., is entitled to the following from each Defendant:

- (a) Statutory damages for each violation in an amount to \$10,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(A)(ii); and also
- (b) Statutory damages for each willful violation in an amount to \$50,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(B); and also
- (c) the recovery of full costs pursuant to Title 47 U.S.C. Section 553 (c)(2)(C); and also
- (d) and in the discretion of this Honorable Court, reasonable attorneys' fees, pursuant to Title 47 U.S.C. Section 553 (c)(2)(C).

WHEREFORE, Plaintiff prays for judgment as set forth below.

As to the First Count:

1. For statutory damages in the amount of \$110,000.00 against the Defendants, and each of them, and
2. For reasonable attorneys' fees as mandated by statute, and
3. For all costs of suit, including but not limited to filing fees, service of process fees, investigative costs, and
4. For such other and further relief as this Honorable Court may deem just and proper;

As to the Second Count:

1. For statutory damages in the amount of \$60,000.00 against the Defendants, and each of them, and;
2. For reasonable attorneys' fees as may be awarded in the Court's discretion pursuant to statute, and;
3. For all costs of suit, including but not limited to filing fees, service of process fees, investigative costs, and;
4. For such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,

Date:



LAW OFFICES OF THOMAS P. RILEY, P.C.

By: Thomas P. Riley

Attorneys for Plaintiff

J & J Sports Productions, Inc.